

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
NORTHERN DIVISION

GUIDEONE SPECIALTY MUTUAL	*	
INSURANCE COMPANY,	*	
PLAINTIFF,	*	CASE NO.
	*	2:06-CV-867-WKW
V.	*	
	*	
FIRST UNITED METHODIST CHURCH	*	
OF ANDALUSIA, ALABAMA, INCO.	*	
INC., SPECIAL TOUCH RESTORATION,	*	
INC.,	*	
DEFENDANTS.	*	

**ANSWER OF DEFENDANT, SPECIAL TOUCH RESTORATION, INC. TO  
COMPLAINT FOR DECLARATORY JUDGMENT**

Defendant, Special Touch Restoration, Inc. answers the Plaintiff's Complaint for Declaratory Judgment in this case as follows:

1. Said Defendant is without information sufficient to enable it to admit or deny the allegations contained in paragraph 1 of the complaint; hence, such allegations are denied.

2. The allegations of paragraph 2 of the complaint are admitted.

3. Said Defendant is without information sufficient to enable it to admit or deny the allegations contained in paragraph 3 of the complaint; hence, such allegations are denied.

4. Defendant, Special Touch Restoration, Inc., admits that it is a corporation whose principal office is located in Brewton, Alabama, and who performed work in Andalusia, Covington County, Alabama for Defendant, First United Methodist Church of Andalusia, Alabama. Except as admitted herein, the remaining allegations of paragraph 4 of the complaint are denied.

5. Said Defendant is without information sufficient to enable it to admit or deny the allegations contained in paragraph 5 of the complaint; hence, such allegations are denied.

6. Said Defendant is without information sufficient to enable it to admit or deny the allegations contained in paragraph 6 of the complaint; hence, such allegations are denied.

7. Said Defendant denies that it is a real party in interest to the instant action. Special Touch Restoration, Inc. admits that it has been paid in full by Defendant, First United Methodist Church of Andalusia for work performed by said Defendant and Defendant, Special Touch Restoration, Inc., does not have any interest in any insurance proceeds. Additionally, there are no outstanding funds due to be paid to this Defendant by First United Methodist Church of Andalusia, Alabama. Said Defendant admits that Special Touch Restoration, Inc., undertook to make repairs to the First United Methodist Church of Andalusia, Alabama. Said Defendant is without information sufficient to enable it to admit or deny the remaining allegations contained in paragraph 7 of the complaint; hence such allegations are denied.

8. The allegations of paragraph 8 of the complaint are admitted.

9. Said Defendant is without information sufficient to enable it to admit or deny the allegations contained in paragraph 9 of the complaint; hence, such allegations are denied.

10. Said Defendant is without information sufficient to enable it to admit or deny the allegations contained in paragraph 10 of the complaint; hence, such allegations are denied.

11. Said Defendant is without information sufficient to enable it to admit or deny the allegations contained in paragraph 11 of the complaint; hence, such allegations are denied.

12. Said Defendant is without information sufficient to enable it to admit or deny the allegations contained in paragraph 12 of the complaint; hence, such allegations are denied.

13. Said Defendant is without information sufficient to enable it to admit or deny the allegations contained in paragraph 13 of the complaint; hence, such allegations are denied.

14. Said Defendant is without information sufficient to enable it to admit or deny the allegations contained in paragraph 14 of the complaint; hence, such allegations are denied.

15. Said Defendant is without information sufficient to enable it to admit or deny the allegations contained in paragraph 15 of the complaint; hence, such allegations are denied.

16. Said Defendant is without information sufficient to enable it to admit or deny the allegations contained in paragraph 16 of the complaint; hence, such allegations are denied.

17. Said Defendant is without information sufficient to enable it to admit or deny the allegations contained in paragraph 17 of the complaint; hence, such allegations are denied.

18. Said Defendant is without information sufficient to enable it to admit or deny the allegations contained in paragraph 18 of the complaint; hence, such allegations are denied.

19. Said Defendant is without information sufficient to enable it to admit or deny the allegations contained in paragraph 19 of the complaint; hence, such allegations are denied.

20. Any allegation contained in the complaint not specifically herein above admitted or denied is denied.

21. Defendant denies that Plaintiff is entitled to the relief requested or any relief at all.

#### FIRST DEFENSE

The complaint fails to state a claim for which relief can be granted.

#### SECOND DEFENSE

Defendant is not guilty of things and manners alleged in the complaint in this case.

#### THIRD DEFENSE

Said Defendant is not a party in interest in that Defendant admits that Defendant has been paid in full for work performed and has no interest in any insurance proceeds.

S/ Jack B. Weaver

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Jack B. Weaver

WEAVJ5970

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Attorneys for Defendant Special Touch Restoration, Inc.

CERTIFICATE OF SERVICE

I hereby certify that I have filed the foregoing upon the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

Christopher J. Hughes  
Samford & Denson, LLP  
Post Office Box 2345  
Opelika, Alabama 36803

And I hereby certify that I have mailed by U.S. Mail the document to the following non-CM/ECF participants:

First United Methodist Church of Andalusia, Alabama  
403 East Three Notch Street  
Andalusia, Alabama 36420

INCO, Inc.  
25299 Canal Road  
Ste. A2  
Orange Beach, Al 36561-5814

On the 18<sup>th</sup> day of October, 2006.

S/ Jack B. Weaver  
Jack B. Weaver